

SC-COM401

Cor

Dat



SC-COM401

Cor

This agreement is dated

It is made in favor of

("AA", which definition in in the future)

It is made by [Brian Ba
Definitions

These definitions apply

"Business" means any engaged in retail/wholes of making profit or earn money, labour, intellige carried on in the name a

"Confidential Information to Mr. BB (whether befo

- In hard or
- Orally to M
- Includes a
- In any med
- But exclud
- Is publicly
- Becomes
- than as a
- the terms o
- Was lawfu
- letter (as o
- evidence o
- to its being

Following disclosure un demonstrated by the w source other than AA, v AA in relation to such in

"Group" means, any co Section 736 of the Com

"Intellectual Property" registered or registrable



panies existing now or

interpretation:

vice providing venture by AA with the objective, which involves time, or assigned and being

made available by AA

or unrecorded;

Mr. BB; or under this letter (other than person contrary to

disclosure under this letter or other reasonable use or disclosure prior

to Mr. BB (as can be demonstrated by the evidence of Mr. BB) from a violation of confidentiality to

subsidiary (as defined in

sort, whether or not property of kinds coming

into existence after trademarks, designs, drawings, artistic creations and inventions over which the person, who has a right to prevent anybody from doing whatsoever.

These are the terms of

1 The parties are necessary for AA important for AA business or reput

2 In exchange for t

2.1 Not divulge prevent the

2.2 Not use the person, except proper aut

2.3 Mr BB is a following p [Names]

2.4 Mr BB agree person, he agreement the same v

OR

3.4 Mr BB will disclosure compliance provisions be made b

2.5 Mr BB agree might arise should dis

3 This agreement Information from

es, trade, unregistered discoveries, literary or ings and specifications, o its exclusive use and said work in any form

negotiations it will be Mr BB. It is therefore n does not damage its

he will:

is best endeavours to ntial Information.

r himself or any other agreement or by the

rmation to the

tial Information to any n to the terms of this y bound and liable in

y to people to whom ke steps to ensure ontractors with these any disclosure should

nses and costs, which nformation by Mr BB

ns about Confidential

4 Mr. BB has set out the Confidential Information which was within his knowledge at the time of the agreement and therefore form part of the Confidential Information. This agreement is not subject to this

5 This agreement is not subject to this. In or comes into the public domain through any person connected with him. For the purposes of this agreement, Confidential Information of public domain does not apply to knowledge of people who may have some professional interest for protecting a public interest.

6 In order to maintain the Confidential Information, Mr. BB undertakes to take all reasonable steps to protect the Confidential Information with any confidential information and to

6.1 To keep a separate file of Confidential Information separate from other Confidential Information

6.2 To keep a separate file of Confidential Information

6.3 Not to store Confidential Information in any place or in any electronic form accessible to any other person.

7 Mr. BB agrees that he will return to it at his own cost all copies of Confidential Information and will provide a written certificate of Confidential Information.

8 The obligations set out in this agreement shall be fully effective indefinitely even if Mr. BB has ceased to be employed by AA.

9 No failure or delay in the exercise of its rights shall operate as a bar to AA exercising its rights under this agreement or shall prevent AA from

10 Without prejudice to any other rights which AA may have, Mr. BB now acknowledges that if he fails to comply with this agreement, AA shall be entitled, in addition to damages, to an adequate remedy in specific performance and other equitable relief in respect of any such term by Mr. BB or by any other person.

11 AA does not have to enforce its rights under this agreement.

Net Lawman
Net Lawman
Net Lawman
Net Lawman
Net Lawman
Net Lawman
Net Lawman

12 Mr. BB agrees in connection with an agreement.

and liabilities arising in obligations under this

13 No variation of the or on behalf of the

writing and signed by

14 Mr. BB agrees that against him, the v

might be made by AA

Intellectual property
The capitalised value
£000,000;
The cost of the time

period is not less than
per hour.

15 This Contract shall parties agree to s

s of Scotland and the
cortish courts.

Signed by Brian

Witness to signat



Explanatory notes on Confidentiality Agreement

These notes are by way of advice as to the circumstances that should be deleted or

Help with this document

If you would like simple advice by telephone or e-mail use the contact details below. Please read these notes

If you would like us to provide more detailed advice, we can do so. It is very simple. Just click on [topup.php](http://www.scotlawman.co.uk/topup.php). The minimum charge for a few small amendments or substantial alterations is £100. Once completed the work can be viewed at <http://www.scotlawman.co.uk>

Our contact details

Net Lawman Limited
Astons Barn
North Green Road
Pulham St Mary
Diss
IP21 4YF
United Kingdom
Tel: 01379 546464
E-mail: info@netlawman.co.uk

Copyright

All documents are copyright. They may be enlarged, reduced or otherwise used without notice in place so far as to the extent that you want to remove it, then you must contact us.

The license to use the documents is for personal use only, as often as you like.

General comments

Confidentiality Agreement

These notes do not constitute legal advice and should not be used or as to terms of any agreement.

This document, by all means, is provided as advice free of charge.

For more information or you just want to see our paid advice scheme. Please visit www.netlawman.co.uk/account-topup.php for one hours work. A refund of the money back. More information immediately we have provided. The charges we charge are at the discretion of the law firm.

Documents may be used for personal use only, as often as you like. You must keep the copyright notice in place so far as to the extent that you want to remove it, then you must contact us.

The license to use the documents is for personal use only, as often as you like.

1 The key to the strength of a confidentiality agreement is a comprehensive definition of confidential information and an appropriate

2 For this agreement to be enforceable, it must be supported by consideration. The agreement should be supported by consideration of appropriate

Show the name and address of the recipient of the confidential information;
Be dated either at the time of the disclosure or at the time of the agreement;
Be signed by the person to whom the confidential information is to be disclosed;
Identify the subject matter of the confidential information (general and specific);
Be addressed to the person to whom the confidential information is to be protected.

3 The critical factors in determining whether a confidentiality agreement is enforceable are: (1) whether the information is confidential; (2) whether the agreement is supported by consideration; and (3) whether the agreement is enforceable under applicable law.

3.1 "Consideration" is the legal term for the exchange of something of value for something of value. It is not necessary that the consideration be of great value or that it be of a type that is normally exchanged in the market. It is sufficient that the consideration be of some value and that it be exchanged for the confidential information.

3.2 You have a duty to keep confidential about the confidential information, particularly if your disclosure of the confidential information, we have made the confidential information available to the public.

3.3 What are the consequences of a breach of the confidentiality agreement? The consequences of a breach of the confidentiality agreement may be severe. The consequences of a breach of the confidentiality agreement may be severe. **Cover exactly what you need,** and if the goal posts end up in different positions, you may be in a difficult position.

3.4 Who are your confidential informants? Are they all the confidential informants? If yes, how do you ensure that the confidential informants are aware of their obligations? If not, how do you ensure that the confidential informants are aware of their obligations? You should have a written policy in place to ensure that the confidential informants are aware of their obligations.

3.5 What is your strategy for dealing with confidential informants who are reluctant to sign a confidentiality agreement? You should have a strategy in place to deal with confidential informants who are reluctant to sign a confidentiality agreement. You should have a strategy in place to deal with confidential informants who are reluctant to sign a confidentiality agreement. We do not have a strategy in place to deal with confidential informants who are reluctant to sign a confidentiality agreement. "liquidated damages" are a sum of money that is agreed upon in advance, as in paragraph 3.5.

4 What form should a confidentiality agreement take? There are several points to consider:

comprehensive definition of confidential information and an appropriate

For this agreement to be enforceable, it must be supported by consideration. The agreement should be supported by consideration of appropriate

Show the name and address of the recipient of the confidential information;

Be dated either at the time of the disclosure or at the time of the agreement;

Be signed by the person to whom the confidential information is to be disclosed.

Identify the subject matter of the confidential information (general and specific);

Be addressed to the person to whom the confidential information is to be protected. Be sure the necessary consideration is provided to cover: the value of the confidential information, the effort and expense of passing to the recipient, and the effort and expense of how little in value as compared to the confidential information in paragraph 1 as "In exchange for the confidential information to me".

You have a duty to keep confidential about the confidential information, particularly if your disclosure of the confidential information, we have made the confidential information available to the public.

What are the consequences of a breach of the confidentiality agreement? The consequences of a breach of the confidentiality agreement may be severe. The consequences of a breach of the confidentiality agreement may be severe. **Cover exactly what you need,** and if the goal posts end up in different positions, you may be in a difficult position.

Who are your confidential informants? Are they all the confidential informants? If yes, how do you ensure that the confidential informants are aware of their obligations? If not, how do you ensure that the confidential informants are aware of their obligations? You should have a written policy in place to ensure that the confidential informants are aware of their obligations.

What is your strategy for dealing with confidential informants who are reluctant to sign a confidentiality agreement? You should have a strategy in place to deal with confidential informants who are reluctant to sign a confidentiality agreement. You should have a strategy in place to deal with confidential informants who are reluctant to sign a confidentiality agreement. We do not have a strategy in place to deal with confidential informants who are reluctant to sign a confidentiality agreement. "liquidated damages" are a sum of money that is agreed upon in advance, as in paragraph 3.5.

What form should a confidentiality agreement take? There are several points to consider:

- 4.1 Make it ha
email is su
- 4.2 If you are
way of ma
some help
party, who
- 4.3 If your "oth
agreement
- 5 Does he already
other person alre
a day-to-day basi
him continuing to
therefore need m

End of notes



in some places, and

et, you have to find a
is for you. However,
witnessed by a third
ail address.

ividual. Confidentiality
ividuals.

a situation where the
ing that knowledge on
reement that may stop
n this agreement may